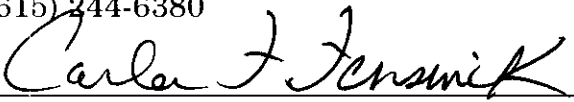


STATE MS.-DE SOTO CO.
FILED

OCT 31 1 53 PM '02

BK 96 PG 372
W.E. DAVIS CH. CLK.

This instrument prepared by
and upon recordation return to:
Carla F. Fenswick, Esq.
Waller Lansden Dortch & Davis, PLLC
511 Union Street, Suite 2100
Nashville, TN 37219
(615) 244-6380


Signature

Walls

**NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

THIS NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement"), made and entered into as of Oct. 18, 2002, by and between Staple Cotton Discount Corporation, a Mississippi corporation, whose address is 210-214 West Market Street, Greenwood, Mississippi 38935 (the "Lender"), and Crown Castle GT Company LLC, a Delaware limited liability company, whose address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Lender has made one or more loans to Warren W. Sullivan and wife, Jane A. Sullivan, the owners in fee simple of the "Property" (as hereinafter defined), which loans are secured by a Deed of Trust, dated as of February 19, 1999, recorded in Book 1088, Page 512, in the office of the Chancery Clerk of DeSoto County, Mississippi, such instruments and all other liens on the Property, securing such loans and any renewal, substitution, amendment, extension or replacement thereof (being hereinafter referred to as the "Mortgage") upon the tract of land

described in the Mortgage, a description of which is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, a portion of the Property (the "Leased Premises") is subject to that certain lease agreement by and between Tenant, as successor by assignment to Memphis Cellular Telephone Company, dated as of May 24, 1993, recorded in Contract and Lease Book 9, Page 585 in the office of the Chancery Clerk of DeSoto County, Mississippi (the "Lease"); and

WHEREAS, Tenant wishes to obtain a non-disturbance agreement from Lender so as to be assured of continued possession of the Leased Premises if the Mortgage is foreclosed; and Lender is willing to grant to Tenant and its successors, sublessees, licensees and assigns, a non-disturbance agreement on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. Non-Disturbance. Lender consents to the Lease or any sublease or license and agrees that so long as no default (beyond any applicable period given Tenant to cure such default) exists which would, with notice, entitle the Landlord to the right to terminate the Lease, Lender agrees that the Lease or any sublease or license shall not be terminated, nor shall Tenant's or any sub-tenant's or licensee's use, possession or enjoyment of the Leased Premises be interfered with nor shall the leasehold estate granted by the Lease be affected in any other manner, in any exercise of any prior right of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage, except that the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior landlord under the Lease unless prior landlord's default is continuing after the foreclosure; or (b) subject to any offsets or defenses which the Tenant under the Lease might have against the prior landlord under the Lease unless prior landlord's default is continuing after the foreclosure; or (c) bound by any prepayment of rent made prior to the Purchaser's ownership of the Leased Premises more than thirty (30) days prior to the time provided for in the Lease.

2. Tenant Not To Be Joined In Foreclosure. So long as tenant is not in default (beyond any applicable period given Tenant to cure such default) in the payment of rent or in the performance of any terms, covenants or conditions of the Lease, respectively on Tenant's part to be performed, Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such

joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease and in such event Lender shall reimburse Tenant for all reasonable expenses incurred by Tenant in connection therewith.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Leased Premises in lieu of foreclosure, Tenant agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the landlord for the balance then remaining of the term of the Lease, subject to all terms and conditions of said Lease and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession of such person or entity to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, shall be and are the same as now set forth in the Lease.

4. Tenant's Communication Equipment. Lender hereby acknowledges and agrees that this Agreement does not apply to any communications equipment or personal property placed on the Leased Premises by Tenant or any sub-tenant or licensee, and that removal of said communications equipment or personal property is governed by the terms of the Lease. Lender hereby acknowledges that, in addition to the terms of the Lease, in no event shall the Communication Equipment of Tenant or its subtenants or licensees be characterized as security for the Mortgage.

5. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender and Tenant.

7. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Mississippi.


8. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certificate with return receipt requested, or by delivering same in person to the addressee. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed

effective only if and when delivered to the addressee. For purposes of notices, the addresses of the parties shall be set forth opposite their respective signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LENDER:

STAPLE COTTON DISCOUNT CORPORATION


By: 
Name: Kenneth E. Downs
Title: General Counsel
Date: 10/18/02

Address:
210-214 West Market Street
Greenwood, MS 38935

Attn: Kenneth Downs

TENANT:

CROWN CASTLE GT COMPANY, LLC

By: 
Name: Joseph W. Ernest
Title: Vice President/General Manager
Date: 9/17/02

Address:

2000 Corporate Drive
Canonsburg, PA 15317
Attn: Legal Department

STATE OF MISSISSIPPICOUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of October, 2002, within my jurisdiction, the within named KENNETH DOWNS, who acknowledged that he/~~she~~ is General Counsel of Staple Cotton Discount Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.



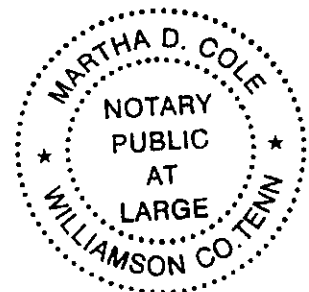
Barbara Cordex Bell
(Notary Public)

STATE OF TennesseeCOUNTY OF Williamson

Personally appeared before me, the undersigned authority in and for said county and state, on this 17th day of September, 2002, within my jurisdiction, the within named Joseph W. Ernest, who acknowledged that he is Vice President/General Manager of Crown Castle GT Company, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Martha D. Cole
(Notary Public)

My commission expires:
1-4-06



The following described property in DeSoto County, Mississippi, to-wit:

Tract 1: All of Section Twenty-seven (27), Township One (1), Range Nine (9) West, lying between U. S. Highway No. 61 and the Illinois Central Railroad owned by H. P. Sullivan at the time of his death containing thirty-five (35) acres, more or less, and being part of the land conveyed by Union Planters National Bank and Trust Company, Executor, to H. P. Sullivan by deed in Book 26, page 100. Less and except any part thereof conveyed in the deed dated May 20, 1967, from Warren W. Sullivan, et al, to Board of Levee Commissioners of the Mississippi Yazoo Delta recorded in Deed Book 69 at page 391, conveying a total of 27.78 acres in Sections Twenty-seven (27), Twenty-eight (28), and Twenty-nine (29), Township One (1), Range Nine (9) West.

Tract 2: All of the fractional Section Twenty-eight (28), Township One (1), Range Nine (9) West, less that part conveyed to the Yazoo Mississippi Levee Board and less that part conveyed to Louis Fritz by deed in Book 13, page 93, and less that part within the right of way of the Illinois Central Railroad containing 441 acres, more or less.

Also a strip of land off the North side of Section Thirty-three (33), Township One (1), Range Nine (9) West, described as beginning at a point on the South line of Section Twenty-eight (28), Township One (1), Range Nine (9) West 17 1/2 chains East of the West line of Section Twenty-eight (28), Township One (1), Range Nine (9) West, and running along the said South line of said Section Twenty-eight (28) East to the Y and M V Railroad Company right-of-way; thence running Southwesterly along said right-of-way 17.375 chains, more or less, to an iron pointer; thence West 60 chains, more or less, to a point 17.5 chains East of the West line of Section Thirty-three (33), Township One (1), Range Nine (9) West; running thence North 17.375 chains to the point of beginning on the South line of said Section Twenty-eight (28). The above described land is the same land conveyed by Mrs. Mattie C. Williams and others to H. P. Sullivan by deed in Book 21, page 53, less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 69 at page 391 described above.

Tract 3: 214 acres, more or less, being the East Half (E 1/2) of Section Twenty-nine (29), Township One (1), Range Nine (9) West, which lies South of the Yazoo Mississippi Delta Levee right-of-way and East of the half-mile public road, which lies West of the lands herein described and containing 214.4 acres and more particularly described as shown by the survey of S. W. McCleskey, Civil Engineer, made in February, 1931, as follows:

Beginning at a stake in the center of the State Highway No. 61 at the Southwest corner of the East Half (E 1/2) of Section Twenty-nine (29); thence North 5 degrees West 1,683.5 feet to a stake; thence North 85 degrees East 32 feet to a stake; thence North 5 degrees West, 275 feet to a stake; thence South 85 degrees West 32 feet to a stake; thence North 5 degrees West, 2,266 feet to the South line of the Yazoo Mississippi Delta Levee right-of-way; thence South 62 degrees 10 minutes East 219 feet to a stake; thence South 64 degrees 50 minutes East, 1,197.5 feet to a stake; thence South 71 degrees 5 minutes East 266 feet to a stake; thence South 71 degrees 35 minutes East, 1,311 feet to a stake in the East line of said Section; thence South 5 degrees 10 minutes East along the section line, 2,906 feet to the Southeast corner of said Section Twenty-nine (29) to a stake in the center of State Highway No. 61; thence South 86 degrees West along the right of way of said State Highway 2,662 feet to the beginning and being the same land conveyed by Richard Cheatham, Sr., to H. P. Sullivan by deed in Book 23, page 82. Less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 69 at page 391 described above.

Tract 4: 20 acres, more or less, in the Northwest corner of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township One (1), Range Nine (9) West described by metes and bounds as follows: Beginning at the Northwest corner of said quarter section; thence South on the section line 17.375 chains to a stake in the section line and in the Northwest corner of J. W. Sanders land purchased from Frank Wall; thence North 84 degrees 50 minutes East on the North line of J. W. Sanders' land 11.55 chains more or less to the Southwest corner of the H. P. Sullivan land purchased of Mrs. Mattie C. Williams, et al; thence North and parallel to the West line of said quarter section and on the West line of said H. P. Sullivan land 17.375 chains to the North line of said section; thence West on the North line of said Section 11.55 chains, more or less, to the point of beginning and being the same twenty (20) acres conveyed by Winnie B. Morrow to H. P. Sullivan by deed in Book 28, page 378.